

MATTHEW J. HAFEY (SBN 167122)  
 mhafey@nicolaidesllp.com  
 ANDREW D. TELLES WYATT (SBN: 316740)  
 awyatt@nicolaidesllp.com  
 NICOLAIDES FINK THORPE  
 MICHAELIDES SULLIVAN LLP  
 777 South Figueroa Street, Suite 750  
 Los Angeles, CA 90017  
 Telephone: (213) 402-1245  
 Facsimile: (213) 402-1246

Attorneys for Defendant  
 KINSALE INSURANCE COMPANY

PAUL B. JUSTI (SBN 124727)  
 pbjusti@comcast.net  
 LAW OFFICES OF PAUL B. JUSTI  
 1981 North Broadway, Suite 250  
 Walnut Creek, CA 94596  
 Telephone: (925) 256-7900  
 Facsimile: (925) 256-9204

Attorney for Plaintiffs  
 TCN ENTERPRISES, LLC, LA DRIVER, LLC and  
 NATIONAL DRIVER SOLUTIONS CORP.

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

TCN ENTERPRISES, LLC; LA  
 DRIVER, LLC; and NATIONAL  
 DRIVER SOLUTIONS CORP.

Plaintiffs,

v.

KINSALE INSURANCE COMPANY;  
 and DOES 1 to 25, Inclusive,

Defendants.

Case No. 2:23-cv-4004 FMO(AGRx)

**STIPULATED PROTECTIVE  
 ORDER**

State Court Complaint filed:  
 March 29, 2023

State Court Complaint Served:  
 Trial Date: None set

1    **1.    PURPOSES AND LIMITATIONS**

2           A.    Discovery in this action is likely to involve production of  
3 confidential, proprietary, or private information for which special protection  
4 from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the parties  
6 hereby stipulate to and petition the Court to enter the following Stipulated  
7 Protective Order. The parties acknowledge that this Order does not confer  
8 blanket protections on all disclosures or responses to discovery and that  
9 the protection it affords from public disclosure and use extends only to the  
10 limited information or items that are entitled to confidential treatment under  
11 the applicable legal principles. The parties further acknowledge, as set  
12 forth in Section 7.C below, that this Stipulated Protective Order does not  
13 entitle them to file confidential information under seal; Civil Local Rule 79-5  
14 sets forth the procedures that must be followed and the standards that will  
15 be applied when a party seeks permission from the Court to file material  
16 under seal.

17           B.    GOOD CAUSE STATEMENT

18           This action is likely to involve trade secrets, customer and pricing  
19 lists and other valuable research, development, commercial, financial,  
20 technical and/or proprietary information for which special protection from  
21 public disclosure and from use for any purpose other than prosecution of  
22 this action is warranted. Such confidential and proprietary materials and  
23 information consist of, among other things, confidential business or  
24 financial information, information regarding confidential business practices,  
25 or other confidential research, development, or commercial information  
26 (including information implicating privacy rights of third parties),  
27 information otherwise generally unavailable to the public, or which may be  
28 privileged or otherwise protected from disclosure under state or federal

statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## **2. DEFINITIONS**

A. Action: The above-entitled proceeding, 2:23-cv-4004 FMO (AGRx).

B. Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.

C. "CONFIDENTIAL" Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

D. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

E. Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

F. Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or

1 maintained (including, among other things, testimony, transcripts, and  
2 tangible things), that are produced or generated in disclosures or  
3 responses to discovery in this matter.

4 G. Expert: A person with specialized knowledge or experience in  
5 a matter pertinent to the litigation who has been retained by a Party or its  
6 counsel to serve as an expert witness or as a consultant in this Action.

7 H. House Counsel: Attorneys who are employees of a party to  
8 this Action. House Counsel does not include Outside Counsel of Record  
9 or any other outside counsel.

10 I. Non-Party: Any natural person, partnership, corporation,  
11 association, or other legal entity not named as a Party to this action.

12 J. Outside Counsel of Record: Attorneys who are not employees  
13 of a party to this Action but are retained to represent or advise a party to  
14 this Action and have appeared in this Action on behalf of that party or are  
15 affiliated with a law firm which has appeared on behalf of that party, and  
16 includes support staff.

17 K. Party: Any party to this Action, including all of its officers,  
18 directors, employees, consultants, retained experts, and Outside Counsel  
19 of Record (and their support staffs).

20 L. Producing Party: A Party or Non-Party that produces  
21 Disclosure or Discovery Material in this Action.

22 M. Professional Vendors: Persons or entities that provide  
23 litigation support services (e.g., photocopying, videotaping, translating,  
24 preparing exhibits or demonstrations, and organizing, storing, or retrieving  
25 data in any form or medium) and their employees and subcontractors.

26 N. Protected Material: Any Disclosure or Discovery Material that  
27 is designated as "CONFIDENTIAL."

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1 O. Receiving Party: A Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3 **3. SCOPE**

4 A. The protections conferred by this Stipulation and Order cover  
5 not only Protected Material (as defined above), but also (1) any  
6 information copied or extracted from Protected Material; (2) all copies,  
7 excerpts, summaries, or compilations of Protected Material; and (3) any  
8 testimony, conversations, or presentations by Parties or their Counsel that  
9 might reveal Protected Material.

10 B. Any use of Protected Material at trial shall be governed by the  
11 orders of the trial judge. This Order does not govern the use of Protected  
12 Material at trial.

13 **4. DURATION**

14 Even after final disposition of this litigation, the confidentiality  
15 obligations imposed by this Order shall remain in effect until a Designating  
16 Party agrees otherwise in writing or a court order otherwise directs. Final  
17 disposition shall be deemed to be the later of (1) dismissal of all claims  
18 and defenses in this Action, with or without prejudice; and (2) final  
19 judgment herein after the completion and exhaustion of all appeals,  
20 rehearings, remands, trials, or reviews of this Action, including the time  
21 limits for filing any motions or applications for extension of time pursuant to  
22 applicable law.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 A. Exercise of Restraint and Care in Designating Material for  
25 Protection

26 (1) Each Party or Non-Party that designates information or  
27 items for protection under this Order must take care to limit any such  
28 designation to specific material that qualifies under the appropriate

standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

(2) Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

(3) If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

#### B. Manner and Timing of Designations

(1) Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

(2) Designation in conformity with this Order requires the following:

a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also

1 must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3           b. A Party or Non-Party that makes original  
4 documents available for inspection need not designate them for protection  
5 until after the inspecting Party has indicated which documents it would like  
6 copied and produced. During the inspection and before the designation,  
7 all of the material made available for inspection shall be deemed  
8 “CONFIDENTIAL.” After the inspecting Party has identified the documents  
9 it wants copied and produced, the Producing Party must determine which  
10 documents, or portions thereof, qualify for protection under this Order.  
11 Then, before producing the specified documents, the Producing Party  
12 must affix the “CONFIDENTIAL legend” to each page that contains  
13 Protected Material. If only a portion or portions of the material on a page  
14 qualifies for protection, the Producing Party also must clearly identify the  
15 protected portion(s) (e.g., by making appropriate markings in the margins).

16           c. For testimony given in depositions, that the  
17 Designating Party identify the Disclosure or Discovery Material on the  
18 record, before the close of the deposition all protected testimony.

19           d. For information produced in form other than  
20 document and for any other tangible items, that the Producing Party affix  
21 in a prominent place on the exterior of the container or containers in which  
22 the information is stored the legend “CONFIDENTIAL.” If only a portion or  
23 portions of the information warrants protection, the Producing Party, to the  
24 extent practicable, shall identify the protected portion(s).

25           C. Inadvertent Failure to Designate

26           If timely corrected, an inadvertent failure to designate qualified  
27 information or items does not, standing alone, waive the Designating  
28 Party’s right to secure protection under this Order for such material. Upon



1 timely correction of a designation, the Receiving Party must make  
2 reasonable efforts to assure that the material is treated in accordance with  
3 the provisions of this Order.

## 4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

### 5 A. Timing of Challenges

6 Any party or Non-Party may challenge a designation of  
7 confidentiality at any time that is consistent with the Court's Scheduling  
8 Order.

### 9 B. Meet and Confer

10 The Challenging Party shall initiate the dispute resolution  
11 process under Local Rule 37.1 et seq.

12 C. The burden of persuasion in any such challenge proceeding  
13 shall be on the Designating Party. Frivolous challenges, and those made  
14 for an improper purpose (e.g., to harass or impose unnecessary expenses  
15 and burdens on other parties) may expose the Challenging Party to  
16 sanctions. Unless the Designating Party has waived or withdrawn the  
17 confidentiality designation, all parties shall continue to afford the material  
18 in question the level of protection to which it is entitled under the  
19 Producing Party's designation until the Court rules on the challenge.

## 20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

### 21 A. Basic Principles

22 (1) A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection  
24 with this Action only for prosecuting, defending, or attempting to settle this  
25 Action. Such Protected Material may be disclosed only to the categories  
26 of persons and under the conditions described in this Order. When the  
27 Action has been terminated, a Receiving Party must comply with the  
28 provisions of Section 13 below.



1           (2) Protected Material must be stored and maintained by a  
2 Receiving Party at a location and in a secure manner that ensures that  
3 access is limited to the persons authorized under this Order.

4           B. Disclosure of "CONFIDENTIAL" Information or Items

5           Unless otherwise ordered by the Court or permitted in writing  
6 by the Designating Party, a Receiving Party may disclose any information  
7 or item designated "CONFIDENTIAL" only to:

8           (1) The Receiving Party's Outside Counsel of Record in this  
9 Action, as well as employees of said Outside Counsel of Record to whom  
10 it is reasonably necessary to disclose the information for this Action;

11           (2) The officers, directors, and employees (including House  
12 Counsel) of the Receiving Party to whom disclosure is reasonably  
13 necessary for this Action;

14           (3) Experts (as defined in this Order) of the Receiving Party  
15 to whom disclosure is reasonably necessary for this Action and who have  
16 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

17           (4) The Court and its personnel;

18           (5) Court reporters and their staff;

19           (6) Professional jury or trial consultants, mock jurors, and  
20 Professional Vendors to whom disclosure is reasonably necessary or this  
21 Action and who have signed the "Acknowledgment and Agreement to be  
22 Bound" attached as Exhibit A hereto;

23           (7) The author or recipient of a document containing the  
24 information or a custodian or other person who otherwise possessed or  
25 knew the information;

26           (8) During their depositions, witnesses, and attorneys for  
27 witnesses, in the Action to whom disclosure is reasonably necessary  
28 provided: (i) the deposing party requests that the witness sign the

1 “Acknowledgment and Agreement to Be Bound;” and (ii) they will not be  
 2 permitted to keep any confidential information unless they sign the  
 3 “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed  
 4 by the Designating Party or ordered by the Court. Pages of transcribed  
 5 deposition testimony or exhibits to depositions that reveal Protected  
 6 Material may be separately bound by the court reporter and may not be  
 7 disclosed to anyone except as permitted under this Stipulated Protective  
 8 Order; and

9 (9) Any mediator or settlement officer, and their supporting  
 10 personnel, mutually agreed upon by any of the parties engaged in  
 11 settlement discussions.

## 12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED** 13 **PRODUCED IN OTHER LITIGATION**

14 A. If a Party is served with a subpoena or a court order issued in  
 15 other litigation that compels disclosure of any information or items  
 16 designated in this Action as “CONFIDENTIAL,” that Party must:

17 (1) Promptly notify in writing the Designating Party. Such  
 18 notification shall include a copy of the subpoena or court order;

19 (2) Promptly notify in writing the party who caused the  
 20 subpoena or order to issue in the other litigation that some or all of the  
 21 material covered by the subpoena or order is subject to this Protective  
 22 Order. Such notification shall include a copy of this Stipulated Protective  
 23 Order; and

24 (3) Cooperate with respect to all reasonable procedures  
 25 sought to be pursued by the Designating Party whose Protected Material  
 26 may be affected.

27 B. If the Designating Party timely seeks a protective order, the  
 28 Party served with the subpoena or court order shall not produce any

information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

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1 (3) Make the information requested available for inspection  
2 by the Non-Party, if requested.

3 C. If the Non-Party fails to seek a protective order from this court  
4 within 14 days of receiving the notice and accompanying information, the  
5 Receiving Party may produce the Non-Party's confidential information  
6 responsive to the discovery request. If the Non-Party timely seeks a  
7 protective order, the Receiving Party shall not produce any information in  
8 its possession or control that is subject to the confidentiality agreement  
9 with the Non-Party before a determination by the court. Absent a court  
10 order to the contrary, the Non-Party shall bear the burden and expense of  
11 seeking protection in this court of its Protected Material.

## 12 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 A. If a Receiving Party learns that, by inadvertence or otherwise,  
14 it has disclosed Protected Material to any person or in any circumstance  
15 not authorized under this Stipulated Protective Order, the Receiving Party  
16 must immediately (1) notify in writing the Designating Party of the  
17 unauthorized disclosures, (2) use its best efforts to retrieve all  
18 unauthorized copies of the Protected Material, (3) inform the person or  
19 persons to whom unauthorized disclosures were made of all the terms of  
20 this Order, and (4) request such person or persons to execute the  
21 "Acknowledgment and Agreement to be Bound" that is attached hereto as  
22 Exhibit A.

## 23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 24 **PROTECTED MATERIAL**

25 A. When a Producing Party gives notice to Receiving Parties that  
26 certain inadvertently produced material is subject to a claim of privilege or  
27 other protection, the obligations of the Receiving Parties are those set  
28 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not

1 intended to modify whatever procedure may be established in an e-  
2 discovery order that provides for production without prior privilege review.  
3 Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties  
4 reach an agreement on the effect of disclosure of a communication or  
5 information covered by the attorney-client privilege or work product  
6 protection, the parties may incorporate their agreement in the Stipulated  
7 Protective Order submitted to the Court.

## 8 **12. MISCELLANEOUS**

### 9 **A. Right to Further Relief**

10 Nothing in this Order abridges the right of any person to seek  
11 its modification by the Court in the future.

### 12 **B. Right to Assert Other Objections**

13 By stipulating to the entry of this Protective Order, no Party  
14 waives any right it otherwise would have to object to disclosing or  
15 producing any information or item on any ground not addressed in this  
16 Stipulated Protective Order. Similarly, no Party waives any right to object  
17 on any ground to use in evidence of any of the material covered by this  
18 Protective Order.

### 19 **C. Filing Protected Material**

20 A Party that seeks to file under seal any Protected Material  
21 must comply with Civil Local Rule 79-5. Protected Material may only be  
22 filed under seal pursuant to a court order authorizing the sealing of the  
23 specific Protected Material at issue. If a Party's request to file Protected  
24 Material under seal is denied by the Court, then the Receiving Party may  
25 file the information in the public record unless otherwise instructed by the  
26 Court.

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1 **13. FINAL DISPOSITION**

2 A. After the final disposition of this Action, as defined in Section 4,  
 3 within sixty (60) days of a written request by the Designating Party, each  
 4 Receiving Party must return all Protected Material to the Producing Party  
 5 or destroy such material. As used in this subdivision, "all Protected  
 6 Material" includes all copies, abstracts, compilations, summaries, and any  
 7 other format reproducing or capturing any of the Protected Material.  
 8 Whether the Protected Material is returned or destroyed, the Receiving  
 9 Party must submit a written certification to the Producing Party (and, if not  
 10 the same person or entity, to the Designating Party) by the 60 day  
 11 deadline that (1) identifies (by category, where appropriate) all the  
 12 Protected Material that was returned or destroyed and (2) affirms that the  
 13 Receiving Party has not retained any copies, abstracts, compilations,  
 14 summaries or any other format reproducing or capturing any of the  
 15 Protected Material. Notwithstanding this provision, Counsel are entitled to  
 16 retain an archival copy of all pleadings, motion papers, trial, deposition,  
 17 and hearing transcripts, legal memoranda, correspondence, deposition  
 18 and trial exhibits, expert reports, attorney work product, and consultant  
 19 and expert work product, even if such materials contain Protected  
 20 Material. Any such archival copies that contain or constitute Protected  
 21 Material remain subject to this Protective Order as set forth in Section 4.

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1 B. Any violation of this Order may be punished by any and all  
2 appropriate measures including, without limitation, contempt proceedings  
3 and/or monetary sanctions.

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5 Dated: November 15, 2023

NICOLAIDES FINK THORPE  
MICHAELIDES SULLIVAN LLP

7 By: \_\_\_\_\_

Matthew J. Haley

Andrew D. Telles Wyatt

Attorneys for Defendant KINSALE  
INSURANCE COMPANY

12 Dated: November 15, 2023

LAW OFFICES OF PAUL B. JUSTI

14 By: \_\_\_\_\_

/s/ Paul B. Justi

Paul B. Justi

Attorneys for Plaintiffs TCN  
Enterprises, LLC; LA Driver, LLC;  
National Driver Solutions Corp.

18 **FILER'S ATTESTATION**

19 Pursuant to Local Rule 5-4.3.4, I attest that all signatories on this  
20 document and on whose behalf the filing is submitted concur in the filing's  
21 content and have authorized the filing of this document.

22 Dated: November 15, 2023

NICOLAIDES FINK THORPE  
MICHAELIDES SULLIVAN LLP

24 By: \_\_\_\_\_

Matthew J. Haley

Andrew D. Telles Wyatt

Attorneys for Defendant KINSALE  
INSURANCE COMPANY



**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: November 28, 2023

*Alicia G. Rosenberg*

ALICIA G. ROSENBERG  
United States Magistrate Judge

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of  
 perjury that I have read in its entirety and understand the Stipulated  
 Protective Order that was issued by the United States District Court for the  
 Central District of California on [DATE] in the case of *TCN Enterprises,  
 LLC v. Kinsale Insurance Co.*, USDC Case No. 2:23-cv-4004 FMO  
 (AGRx). I agree to comply with and to be bound by all the terms of this  
 Stipulated Protective Order and I understand and acknowledge that failure  
 to so comply could expose me to sanctions and punishment in the nature  
 of contempt. I solemnly promise that I will not disclose in any manner any  
 information or item that is subject to this Stipulated Protective Order to any  
 person or entity except in strict compliance with the provisions of this  
 Order.

I further agree to submit to the jurisdiction of the United States  
 District Court for the Central District of California for the purpose of  
 enforcing the terms of this Stipulated Protective Order, even if such  
 enforcement proceedings occur after termination of this action. I hereby  
 appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address and telephone number] as my  
 California agent for service of process in connection with this action or any  
 proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_